

1 2. Based upon information and belief, at all relevant times herein mentioned,
2 Chona Mejia (hereinafter "Mejia") was affiliated with, or employed by, and continues to be
3 affiliated with, or employed by First Filipino-American, and conducted, and continues to
4 conduct, activities on its behalf as a loan modification consultant, foreclosure consultant or
5 covered service provider relating to properties in Nevada.

6 3. Based upon information and belief, at all relevant times herein mentioned, First
7 Filipino-American and Mejia (hereinafter collectively "Respondents") advertised services as,
8 provided services of, engaged in, carried on or held themselves out as engaging in or carrying
9 on, and continue to advertise services as, provide services of, engage in, carry on or hold
10 themselves out as engaging in or carrying on, the activities of a loan modification consultant,
11 foreclosure consultant or covered service provider relating to properties in Nevada.
12

13 4. Based upon information and belief, and at all relevant times herein mentioned,
14 Complainants IPH and JJH (hereinafter "Complainants") were the owners of certain real
15 property located on Spring Drive, Reno, Nevada 89502 (hereinafter "Property").
16

17 5. On approximately January 5, 2010, the Division received a written complaint from
18 Complainants IPH and JJH (hereinafter "Complaint") alleging, among other things, that:

19 a. Between approximately November 10, 2008 and November 18, 2008,
20 Complainants paid Respondents a total of One Thousand Five Hundred Dollars and No Cents
21 (\$1,500.00), as evidenced by the "Payment Record" (a true and correct copy of which is
22 attached hereto as **Exhibit "A"** and incorporated herein by reference as though set forth in
23 full) to negotiate the modification of their mortgage loan secured by the Property and/or to
24 keep the property from being foreclosed;
25

26 b. From approximately November 2008 to December 2009, Respondents
27 offered to provide, or provided, for compensation, services to obtain a mortgage loan
28 modification for Complainants IPH and JJH and/or prevent the Property from going to

1 foreclosure, or to provide other covered services, as defined in NRS 645F.310, for
2 Complainants; and

3 c. Respondents failed to provide the loan modification services for which
4 Complainant RPM had paid Respondents.

5 d. When Respondents failed to provide the loan modification services for which
6 Complainants paid Respondents, Complainant requested a full refund on December 2, 2009;

7 e. To date, Respondents have not refunded the One Thousand Five Hundred
8 Dollars and No Cents (\$1,500.00) owed Complainants IPH and JJH.

9
10 6. Pursuant to the Regulation, “[w]hether or not a complaint has been filed, the
11 Commissioner may investigate a licensee or other person if, for any reason, it appears
12 that...[t]he licensee or other person is offering or providing any of the services of a covered
13 services provider, foreclosure consultant or loan modification consultant or otherwise
14 engaging in, carrying on or holding himself out as engaging in or carrying on the business of a
15 covered services provider, foreclosure consultant or loan modification consultant without being
16 appropriately licensed or exempt from licensing pursuant to the provisions of this chapter or
17 chapter 645F of NRS....” See Section 105(1)(b) of the Regulation.

18
19 7. Pursuant to NRS 645F.310, “covered service” includes, without limitation:

- 20 1. Financial counseling, including, without limitation, debt counseling and budget counseling;
21 2. Receiving money for the purpose of distributing it to creditors in payment or partial
22 payment of any obligation secured by a mortgage or other lien on a residence in foreclosure;
23 3. Contacting a creditor on behalf of a homeowner; 4. Arranging or attempting to arrange for
24 an extension of the period within which a homeowner may cure a default and reinstate an
25 obligation pursuant to a note, mortgage or deed of trust; 5. Arranging or attempting to arrange
26 for any delay or postponement of the time of a foreclosure sale; 6. Advising the filing of any
27 document or assisting in any manner in the preparation of any document for filing with a
28

1 bankruptcy court; and 7. Giving any advice, explanation or instruction to a homeowner which
2 in any manner relates to the cure of a default in or the reinstatement of an obligation secured
3 by a mortgage or other lien on the residence in foreclosure, the full satisfaction of the
4 obligation, or the postponement or avoidance of a foreclosure sale.

5 8. Pursuant to the Regulation, “[a] person shall not advertise services as, provide any
6 of the services of, act as or conduct business as a covered service provider, foreclosure
7 consultant or loan modification consultant or otherwise engage in, carry on or hold himself out
8 as engaging in or carrying on the activities of a covered service provider, foreclosure
9 consultant or loan modification consultant unless the person has a license as a covered
10 service provider, foreclosure consultant or loan modification consultant, as applicable, issued
11 pursuant to this chapter and chapter 645F of NRS.” See Section 17 of the Regulation.
12

13 9. Pursuant to the Regulation, “[i]t is unlawful for any person to provide or offer to
14 provide any of the services of a covered service provider, foreclosure consultant or loan
15 modification consultant or otherwise to engage in, carry on or hold himself out as engaging in
16 or carrying on the business of a covered service provider, foreclosure consultant or loan
17 modification consultant without first obtaining the applicable license issued pursuant to this
18 chapter and chapter 645F of NRS, unless the person” is exempt from licensing and complies
19 with the requirements for that exemption. See Section 102 of the Regulation.
20

21 10. After receiving the Complaint regarding Respondents, the Division conducted an
22 investigation which revealed, among other things, that:

23 a. Both before and after the August 25, 2009 effective date of the Regulation,
24 Respondents offered to provide, or provided, services to obtain a mortgage loan modification
25 for Complainants IPH and JJH and/or prevent the Property from going to foreclosure or to
26 provide other covered services, as defined in NRS 645F.310, as evidenced by the signed
27 “Mediation Agreement,” dated November 15, 2008 (a true and correct copy of which is
28

1 attached hereto as **Exhibit “B”** and incorporated herein by reference as though set forth in
2 full), wherein First Filipino-American represented itself as a “Certified Foreclosure Mediator,”
3 and Mejia’s correspondence on behalf of Respondents, dated February 11, 2010 (a true and
4 correct copy of which is attached hereto as **Exhibit “C”** and incorporated herein by reference
5 as though set forth in full), wherein Mejia admits that First Filipino-American “assists
6 homeowners to save the property off [sic] foreclosure since 2005” and “[has] been working
7 with Federal agencies to get a better result for the benefit of the homeowners”;

8
9 b. Respondents failed to provide the loan modification services for which
10 Complainants IPH and JJH paid Respondents One Thousand Five Hundred Dollars and No
11 Cents (\$1,500.00);

12 c. Neither First Filipino-American nor Mejia has ever applied for or been issued a
13 license by the Division as a loan modification consultant, foreclosure consultant or covered
14 service provider (whether as an independent licensee or associated licensee), pursuant to
15 Chapter 645F of NRS and the Regulation; and

16
17 d. At all relevant times herein mentioned, neither First Filipino-American nor
18 Mejia was or is exempt from the licensing requirements of Chapter 645F of NRS and the
19 Regulation.

20 11. Pursuant to the Regulation, “[f]or each violation committed by a person who
21 engages in an activity for which licensure as a covered service provider, foreclosure
22 consultant or loan modification consultant is required under this chapter and chapter 645F of
23 NRS, without regard to whether the person is licensed under this chapter and chapter 645F of
24 NRS, the Commissioner may impose upon the person an administrative fine of not more than
25 \$10,000...if the person...[d]oes not conduct business in accordance with law or has violated
26 any provision of this chapter or chapter 645F of NRS or any order of the Commissioner...[or]
27 [has offered or provided any services prescribed under this chapter or chapter 645F of NRS
28

1 requiring licensure and the person did not have such a license and was not exempt from
2 licensing at the time the person engaged in the activities....” See Sections 103(3)(c) and (w) of
3 the Regulation.

4 12. Pursuant to the Regulation, “[a] person who engages in an activity for which
5 licensure as a covered service provider, foreclosure consultant or loan modification consultant
6 is required under this chapter and chapter 645F of NRS, without regard to whether the person
7 is licensed under this chapter and chapter 645F of NRS, may be required by the
8 Commissioner to pay restitution to any person who has suffered an economic loss as a result
9 of a violation of the provisions of this chapter or chapter 645F of NRS....” See Section 103(2)
10 of the Regulation.
11

12 13. Pursuant to the Regulation, “[i]f a person engages in an activity in violation of the
13 provisions of this chapter or chapter 645F of NRS or an order of the Commissioner, the
14 Commissioner may issue an order directing the person to cease and desist from engaging in
15 the activity.” See Section 108(1) of the Regulation.
16

17 **VIOLATIONS OF LAW**

18 After investigation, the Division determined that, at all relevant times herein mentioned,
19 Respondents, and each of them, offered or provided services of a covered services provider,
20 foreclosure consultant or loan modification consultant or otherwise engaged in, carried on or
21 held themselves out as engaging in or carrying on the business of a covered services
22 provider, foreclosure consultant or loan modification consultant without having applied for
23 and/or been issued a license by the Division and without being exempt from licensing
24 pursuant to the provisions of Chapter 645F of NRS or the Regulation, in violation of Chapter
25 645F of NRS and Section 17, 103(3)(c) and 105(1)(b) of the Regulation.
26

27 ///

28 ///

ORDER

NOW, THEREFORE, THE COMMISSIONER OF THE DIVISION HEREBY ORDERS, pursuant to Chapter 645F of NRS and Section 108(1) of the Regulation, after having determined that Respondents offered or provided services of a covered service provider, foreclosure consultant or loan modification consultant or otherwise engaged in, carried on or held themselves out as engaging in or carrying on the business of a covered service provider, foreclosure consultant or loan modification consultant without having applied for and/or been issued a license by the Division and without being exempt from licensing, in violation of Chapter 645F of NRS and the Regulation, that **RESPONDENTS, AND EACH OF THEM, IMMEDIATELY CEASE AND DESIST** from the following activities:

1. Advertising for and/or soliciting covered services, foreclosure consultant and/or loan modification consultant business in the State of Nevada without having first received a license from the Division to conduct such activities; and

2. Offering or providing any of the services of a covered service provider, foreclosure consultant and/or loan modification consultant, or otherwise engaging in, carrying on or holding themselves out as engaging in or carrying on the business of a covered service provider, foreclosure consultant and/or loan modification consultant in the State of Nevada for which they have not received a license from the Division to conduct such activities.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 108(4) of the Regulation, that upon filing a verified petition with the Division within **twenty (20) days** of receipt of this Order to Cease and Desist, Respondents, and each of them, shall be entitled to a hearing with regard to the contents of this Order to Cease and Desist. Each Respondent is advised, however, that the provisions of this Order to Cease and Desist are effective immediately upon such Respondent being served therewith, whether or not such Respondent requests a hearing.

1 **NOTICE TO RESPONDENTS:** If you request a hearing, you are specifically informed
2 that you have the right to appear and be heard in your defense, either personally or through
3 your counsel of choice at your own expense. At the hearing, if one is timely requested, the
4 Division will call witnesses and present evidence against you. You have the right to respond
5 and to present relevant evidence and argument on all issues involved. You have the right to
6 call and examine witnesses, introduce exhibits and cross-examine opposing witnesses on any
7 matter relevant to the issues involved.

8 **IT IS FURTHER ORDERED,** pursuant to Chapter 645F of NRS and Section 113(2) of
9 the Regulation that upon written application to the Division within **twenty (20) days** of the date
10 of this Order, Respondents, and each of them, shall be entitled to a hearing with regards to
11 the contents of this Order referenced hereafter. At that hearing the Division will seek to
12 impose an administrative fine against Respondents, jointly and severally, in the amount of Ten
13 Thousand Dollars and No Cents (\$10,000.00), payable to the Division on account of
14 Respondents' violations of Chapter 645F of NRS and the Regulation, the Division's
15 investigative costs in the amount of Five Hundred Forty Dollars and No Cents (\$540.00) as
16 well as the Division's attorney's fees, if any, incurred herein, to be proven at the hearing.

17 **IT IS FURTHER ORDERED,** pursuant to Chapter 645F of NRS and Section 103(2) of
18 the Regulation, that Respondents immediately (a) cancel all contracts, if any, with Nevada
19 homeowners and refund to such homeowners all moneys collected by Respondents from
20 such homeowners, including, but not limited to, refunding One Thousand Five Hundred
21 Dollars and No Cents (\$1,500.00) to Complainants IPH and JJH ("Restitution Amounts") or (b)
22 obtain the written consent of the homeowners to transfer their files, moneys and contracts to a
23 licensed, bonded independent licensee, HUD-approved counseling service or other entity
24 exempt from Chapter 645F of NRS.

25
26
27
28 ///

Should Respondents, or either of them, not timely request a hearing within **twenty (20) days** of the date of this Order; the Division will enter a Final Order in this matter against Respondents, as required by Section 113(2) of the Regulation. The Division's Final Order will require payment by Respondents, jointly and severally, of the administrative fine, the Division's investigative costs, Restitution Amounts, and the Division's attorney's fees, and the restitution amounts within **thirty (30) days** of the entry of the Final Order.

Dated this 24th day of May, 2010.

State of Nevada
Department of Business and Industry
Division of Mortgage Lending

By:



Joseph L. Waltuch, Commissioner

EXHIBIT “A”

DEC. 29. 2009 3:38PM

FIRST CENTENIAL

-872231

NO. 36 P. 13

872238

CUSTOMER'S ORDER NO.		DATE 11/10/08	
NAME [REDACTED]			
ADDRESS [REDACTED]			
CITY, STATE, ZIP [REDACTED]			
SOLD BY	CASH	C.O.D.	CHARGE
			ON ACCT.
			MOSE. RETD.
			PAID OUT
QUAN.	DESCRIPTION		PRICE
1	Deposit		\$ 710.00
2	Balance Due		\$ 710.00
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
RECEIVED BY [Signature]			

4706

KEEP THIS SLIP FOR REFERENCE

CUSTOMER'S ORDER NO.		DATE 11/18/08	
NAME [REDACTED]			
ADDRESS [REDACTED]			
CITY, STATE, ZIP [REDACTED]			
SOLD BY	CASH	C.O.D.	CHARGE
			ON ACCT.
			MOSE. RETD.
			PAID OUT
QUAN.	DESCRIPTION		PRICE
1	Full payment		\$ 710.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
RECEIVED BY [Signature]			

4706

KEEP THIS SLIP FOR REFERENCE

EXHIBIT “B”

Mediation

Practice

WE DO NOT GIVE LEGAL ADVISE

NOV-15-08

CHEANE

FECHA

#

11-10-08 (JCP)

#

11-15-08 (ISAP)

FORECLOSURE MEDIATION PROVISION

Client(s) Name:	[REDACTED]		
Mailing Address:	[REDACTED] SPRING DR		
City:	RENO	State:	NV Zip: 89502
Phone number (home):	[REDACTED]		
Phone number (work)	[REDACTED]		
Phone number (cell)	[REDACTED]		
E-mail address:	[REDACTED]		
Mortgage Servicer:	Wells Fargo		
Loan Number first:	[REDACTED]	Second mortgage:	[REDACTED]
Third mortgage:	[REDACTED]	Fourth mortgage:	[REDACTED]

This is in conjunction with signed authorization and release. We elect to hire Chona Mejia, a Certified Foreclosure Mediator, to assist me (us) in pursuing a Work-out Plan on my (our) behalf for the mortgage loan referenced above and to act in association with my name, place, and stead in any way which I could do personally. We are aware that First FilAm Mediation Practice necessitates full payment prior to commencement of work. Certified Foreclosure Mediation fee is \$2,500 or \$250.00 per hour to cover the time of the Work-out plan process and is non-refundable. Chona Mejia will provide the following:

Y, 500. —

- All written correspondence to Servicers and lenders by Certified Foreclosure Mediator will be on a Foreclosure Mediator's company letterhead.
- Borrower(s) will receive a copy of all email, letters, faxes and other correspondence sent to Servicer, or received from the Servicer by the Foreclosure Mediator.
- Certified Foreclosure Mediator will place the necessary calls to lender (or servicer) to determine the exact status of Borrower(s) case.
- Certified Foreclosure Mediator will be responsible for mediating a Work-out Plan between Borrower(s) and lender.
- When applicable, Certified Foreclosure Mediator will contact specific government agencies for Work-out consideration.
- Upon full payment of fee (non-refundable), Certified Foreclosure Mediator will initiate immediate communication with lender or Servicer to explore rehabilitation scenarios that have the best chance of being accepted.
- Certified Foreclosure Mediator will isolate and make contact with employees of the lender who are authorized to determine the Work-Out Plan eligibility.
- Certified Foreclosure Mediator will draft a COMPLAINT against Lender, if necessary.
- Certified Foreclosure Mediator will explore situations with the Borrower(s) that are appropriate Work-Out Plans based on in-depth analysis of Borrower(s) current financial status and future projections and forecast.
- Borrower(s) will be provided with information regarding options to save their property. Including contribution amount during the work-out process.

225 Redfield Parkway, Ste. 204

Reno, NV 89509

www.filammediation.com

1-888-619-8017

Fax 775-359-8007

Exhibit "A"

Refund of Service Fees and right to cancel policy:

- Borrower(s) have the right to cancel without penalty or obligation within three (3) business days and full payment of Service Fee will be refunded, applicable if full payment is received. Deposit is non-refundable to cover the cost of Mediation process that has been initiated.

If Borrower(s) cancel after three (3) days and full payment of Service Fee received, Borrower(s) will be entitled to a fifty percent (50%) refund, between thirty (30) days to ninety (90) days process. If Borrower(s) cancel within four (4) days or more and full payment of Service Fee received, no refund is provided.

However, if the Certified Foreclosure Mediator is unable or unwilling to provide you with immediate Work-Out Plan negotiation and services, a full 100% refund will be made to the Borrower(s).

We understand that the services provided by Chona Mejia is NO means a guarantee that the lender will accept the Work-Out Plan being proposed. As such, Certified Foreclosure Mediator accepts no liability for actions taken by the Lender, Servicer, Bank or other party.

We certify that the financial information provided on these Intake Forms, are true and correct to the best of my (our) knowledge and it is an accurate account of our financial condition.

We consent Chona Mejia, a Certified Foreclosure Mediator, the mortgage Servicer, mortgage insurer to engage in discussions and negotiations with us or our designed representative regarding alternative programs to foreclosure. We acknowledge that the above-referenced parties are under no obligation to agree to an alternative to foreclosure and that representation has not been made at any time by any party involve in this process, that your mortgage will be modified or that an alternative to foreclosure will be authorized or granted.

We consent for Chona Mejia, a Certified Foreclosure Mediator, the mortgage Servicer, mortgage insurer to discuss and share information about our mortgage and personal financial situation with third parties such as purchasers, brokers, real estate agents, insurers, property inspections, financial institutions and/or creditors.

We acknowledge that the payments on our mortgage are delinquent and that any collection efforts currently in progress including foreclosure proceedings will continue without delay while relief from foreclosure options is being reviewed.

We agree that discussions and negotiations of a possible workout alternative will not constitute a waiver of, or defense to, our lender's right to commence or continue any foreclosure or other collection action. The foreclosure action will cease and an alternative to foreclosure will be provided only if, and when, our lender has approved an agreement for a foreclosure alternative in writing and the agreed upon alternative is completed prior to foreclosure.

We have had the opportunity to consult with legal and/or tax counsel.

Legal Disclosure

We are fully aware that Certified Foreclosure Mediator is not an attorney, is unable to practice law in any state and cannot provide legal advice. We are aware that once resolution is **GRANTED**, First FilAm Mediation Practice will deem this case close and complete.

Lender's review process: 45-60 days no exception. Approval is based on their discretion and with your financial stability to repay the loan.

Termination of Case: First FilAm Mediation has the right to terminate this case at any time if the following occurs: a) non-compliance, AND b) non-payment.

THE PARTIES HAVE READ AND UNDERSTAND THE FOREGOING PROVISIONS AS EXPLAINED. ~~THIS IS EFFECTIVE AS OF THE DATE, FIRST FILAM MEDIATION PROVIDED AUTHORIZATION AND RELEASE FOR THE BORROWERS.~~

PROMISE TO PAY AGREEMENT

IN CONSIDERATION, please return to First FilAm Mediation Practice

Or send via fax: 775-359-8007

I/We, [Signature], voluntarily hire First FilAm Mediation Practice to handle my/our pre-foreclosure mediation on my/our behalf. I/We promised to pay First FilAm Mediation the amount of \$ _____ within 30 days after signing the authorization, failure to do so will automatically CEASE foreclosure mediation services at our own risk.

[Signature]
Borrower's Signature

11-15-08
DATE

[Signature]
Co-Borrower's Signature

11-15-08
DATE

Certified Foreclosure Mediator Pledge

NOT VALID WITHOUT SIGNATURE OF CERTIFIED FORECLOSURE MEDIATOR

I, Chona Mejia, a Certified Foreclosure Mediator promise to provide the services and present Borrower(s) with experience and professional services to the best of my knowledge and education.

[Signature]
Chona Mejia/Date

11/10/08

EXHIBIT “C”

CERTIFICATE OF EXEMPTION
FOR
FIRST FILIPINO-AMERICAN MEDIATION PRACTICE
Pursuant to NRS 645B.015

RECEIVED

Date of Application: February 11, 2010

FEB 11 REC'D

To: Commissioners
Michael Haley
Department of Business Industry/Division of Mortgage Lending
7220 Bermuda Road, Suite A
Las Vegas, NV 89119
Sent via fax: 702-486-0785

Mortgage Lending Division

1. A person who claim exemption from the provisions of this Chapter pursuant to subsection 1 of NRS 645B.015 must
 - (a) File a written application for a certificate of exemption with the Office of the Commissioner.

Claim for exemptions:

1. First Filam Mediation Practice **does not** procure any loan to any person or to the public;
2. First Filam Mediation Practice perform "forensic mortgage audit" to check for a possible TILA/RESPA/HUD-1 violation during the loan process/buying process;
3. First Filam Mediation Practice, deal directly with the servicer's/investor's office of the President if necessary to get a better result for the homeowners;
4. First Filam Mediation Practice assists homeowners to save the property off foreclosure since 2005;
5. First Filam Mediation Practice is **not** lending money on Real Property which is secured by a mortgage;
6. First Filam Mediation Practice **does not** offer for sale of any unregistered security under State or Federal law;
7. First Filam Mediation **does not** make an Investments in promissory notes secured by lien on real property;
8. First Filam Mediation Practice is waiting for Supreme Court Foreclosure Mediation assignment to conduct foreclosure mediation;
9. First Filam Mediation **does not** provide money for investment in loans secured by a lien on real property;
10. First Filam Mediation is **not** a seller of Real Property who offers credit secured by a mortgage on the property sold;

11. First Filam Mediation Practice has been helping homeowners saved their Homes since 2005. The rule has been established In November 2009 (almost 3 months ago) therefore; we pray that certificate of exemption will be granted.

Supporting Documents submitted to Michael Haley:

1. OCC consumer form
2. Federal Reserve
3. OTS
4. Home Valuation
5. Forensic Mortgage Audit compliance check list
6. Letter from OCC, to prove that we have been working with Federal agencies to get a better result for the benefit of the homeowners
7. Copy of the loan application audited

HAMP program is only temporary and will sundown in December 31, 2012. Please consider my appeal to continue with my contribution to the state of Nevada and to persevere in fighting against predatory lending practices and mortgage fraud. It is very depressing that Nevada has the highest rate of foreclosures and this should not be ignored. Las Vegas alone was seen as the epicenter for mortgage fraud and it still exists to some degrees. Every home I saved is "revenue" to the State, City, and Community and to the neighborhood.

Sincerely,



Chona Mejia

CERTIFICATE OF SERVICE

I certify that I am an employee of the State of Nevada, Department of Business and Industry,
Division of Mortgage Lending, and that on , May 25, 2010, I deposited in the U.S. mail, postage
prepaid via First Class Mail and Certified Return Receipt Requested, a true and correct copy of
the foregoing, ORDER TO CEASE AND DESIST, ORDER TO PAY RESTITUTION, NOTICE
OF INTENT TO IMPOSE FINE, AND NOTICE OF RIGHT TO REQUEST HEARING for
FIRST FILIPINO-AMERICAN MEDIATION PRACTICE, LLC, CHONA MEJIA, addressed as
follows:

Chona Mejia
First Filipino-American Mediation Practice, LLC
1325 Airmotive Way, Suite 175
Reno, NV 89502

Certified Receipt Number: 7006 2760 0000 0876 3299

DATED this 24th day of May, 2010

By: Susan Slack
Employee of the Division